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County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

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BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

December 06, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

#17 DECEMBER 6, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO APPROVE A SIX-MONTH EXTENSION FOR TEMPORARY
SECRETARIAL/CLERICAL SUPPORT SERVICES CONTRACTS WITH THE APPLEONE
EMPLOYMENT SERVICES, HELPMATES STAFFING SERVICES, FUTURE PERSONNEL
AGENCY, INC./TOP TEMPO, PARTNERS IN DIVERSITY, AND SELECT STAFFING
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) seeks an extension of the current Temporary Secretarial/Clerical Support Services contracts with the five agencies listed in Attachment A, for a six-month period effective January 1, 2012. The amendment also includes the Board-mandated language that is to be added to the insurance provision.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Acting Director of DPSS or designee to execute amendments to extend the Temporary Secretarial/Clerical Support Services contracts in substantially similar form as Attachment B with the five agencies listed in Attachment A. The amendment will extend the contracts for six months effective January 1, 2012 through June 30, 2012 for the provision of temporary secretarial/clerical support services. The estimated contract cost for the six-month extension period is \$150,000 (Attachment A) which has been included in the Department's Fiscal Year (FY) 2011-12 Adopted Budget.
2. Delegate authority to the Acting Director of DPSS or designee to negotiate and execute amendments to reallocate funding among the contracts to meet unanticipated demands, or to increase or decrease the Maximum Contract Amounts not to exceed 10 percent when such a change is necessitated by additional and necessary services provided that there is sufficient funding available. The approval of the Chief Executive Office (CEO) and County Counsel will be obtained

prior to executing such amendments, and the Director will notify the Board and the CEO in writing within 10 business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action is necessary to continue to provide temporary secretarial/clerical support services on an as-needed basis, while the Department allows due process for a Bidder's protest of its Invitation for Bids (IFB) contract solicitation that was released in August 2011. California Department of Social Services Purchase of Service Section 23-624 - Protest, states the County shall consider any protest or objection regarding the award of a contract, whether submitted before or after the award, provided it is filed within the time period established in the Invitation for Bids and is consistent with the Countywide Services Contract Solicitation Protest Policy.

According to Government Code, Section 31000.4, the Board of Supervisors may contract with temporary help firms to assist County agencies, Departments, or offices during any peak load, temporary absence, or emergency situation other than a labor dispute, provided the Board determines that it is in the economic interest of the County to provide temporary help by contract, rather than employing persons for this purpose. Under this section, use of temporary help shall be limited to a period not to exceed 90 days for any single peak load, temporary absence, or emergency situation.

The contracts are non-Prop A because they are expressly permitted by statute and services are temporary and intermittent in nature. The use of temporary contract staff is a cost-effective alternative to meet intermittent personnel needs during peak load and emergency situations. Temporary staff is needed when there is a fluctuation in workload caused by increases in new program applications and backlogs due to understaffing, combined with hiring freezes.

The Department is able to achieve a cost savings because temporary contract staff are hired on an as-needed basis and are not paid benefits and overtime. Furthermore, the use of temporary contract staff allows the Department to manage emergencies and projects of short duration without the addition of permanent staff.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan's Goal #1 - Program Excellence: Deliver the highest quality, effective and individualized services, Strategy #1.1: Service Delivery Systems: Establish clear and concise procedures including measurement and monitoring standards to achieve the highest quality program outcomes.

FISCAL IMPACT/FINANCING

The estimated contract cost for an additional six-month period effective January 1, 2012 through June 30, 2012, is \$150,000. Because there is a CalWORKs and CalFresh Maintenance of Effort (MOE) requirement, which will be met by the County, there is no additional net County cost (NCC) for these programs. The share of cost associated with NCC-impacted programs such as General Relief, results in an estimated NCC of \$13,500. Sufficient funding has been included in the Department's FY 2011-12 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 17, 2011, the Board approved an amendment to extend the Temporary Secretarial/Clerical Support Services contracts with six agencies effective July 1, 2011 through December 31, 2011. Prior to amendment execution, one agency decided not to extend their contract with the County. The Board action allowed DPSS to continue to procure temporary secretarial/clerical support services on an as-needed basis, while a contract solicitation was being completed.

The current contracts for these services expire on December 31, 2011 and do not include a Cost-of-Living Adjustment provision. The contracts include performance outcomes that measure contractor performance.

The contracts will not result in the unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations.

The County may terminate the contracts with a written 30 calendar day notice.

The contracts include a provision that the County has no obligation to pay for services exceeding the maximum contract amount. Further, the Contractors will not be asked to perform services that will exceed the contract amount, scope of work, or contract dates.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply as the recommended contracts are temporary services on an as-needed basis.

The Contractors are in compliance with all Board, Chief Executive Office, and County Counsel requirements.

The CEO and County Counsel have reviewed this Board letter. The sample contract amendment has been approved as to form by County Counsel.

CONTRACTING PROCESS

As a result of an IFB contract solicitation, on June 10, 2008, the County Board of Supervisors awarded contracts to six agencies that submitted the lowest bids from responsive and responsible bidders: AppleOne Employment Services, Future Personnel Agency dba Top Tempo, HelpMates Staffing Services, JM Temporary Staffing, Partners in Diversity and Select Staffing. The County utilizes the lowest priced available contractor at any time to meet its service needs.

On August 2, 2011, DPSS released an IFB to solicit the lowest bids from responsive and responsible bidders. DPSS received 10 bids and on September 19, 2011 held a public opening of the bids following the close of the receipt of bids.

On October 5, 2011, DPSS notified the non-selected bidders that the Department would be recommending other agencies for award of the Temporary Secretarial/Clerical Support Services contract. In addition, DPSS offered the non-selected bidders an opportunity to request a debriefing to discuss their bid and evaluation process on or before October 11, 2011. One of the non-selected bidders notified the Department of its intent to pursue protest of the contract solicitation process.

CONTRACTOR PERFORMANCE

The Contractors are required to provide temporary secretarial and clerical support services staff on

an as-needed basis, not to exceed 90 days. Additionally they are required to have sufficient staff recruited, selected, and hired who meet the minimum requirements of the job descriptions. They are required to provide qualified staff within 24 hours of request; 8 hours for an emergent request.

The monitoring of the Temporary Secretarial/Clerical Support Services contract is performed on an annual basis. Results from the most recent monitoring period of July 1, 2010 through June 30, 2011 indicated the Contractors were in compliance with contract requirements. The contractors continue to perform satisfactorily during annual monitoring.

During the period of July 1, 2010 through June 30, 2011, DPSS utilized 59 contracted employees for a total of 16,843.62 hours and expended \$173,932.83.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will enable DPSS to continue to provide temporary secretarial/clerical support services on an as-needed basis and to allow for the resolution of any protests and/or any other unforeseen events that may cause further delay in contract award.

Failure to extend the Temporary Secretarial/Clerical Support Services contract term will result in an interruption in temporary help to assist County agencies, Departments, or offices during any peak work load, temporary absence, or emergency situation other than a labor dispute.

Further, the recommended actions will not infringe on the role of the County in relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board Letter to the Acting Director of DPSS.

Respectfully submitted,



SHERYL L. SPILLER

Acting Director

SLS:vn

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Deputy Chief Executive Officer

ATTACHMENT A

TEMPORARY SECRETARIAL/CLERICAL SUPPORT SERVICES ESTIMATED CONTRACT AMOUNT FOR SIX-MONTH CONTRACT EXTENSION JANUARY 1, 2012 - JUNE 30, 2012				
The chart below indicates contractor's cost per job category. Utilization is based on the lowest cost per job category.				
CONTRACTOR	INTERMEDIATE CLERK	INTERMEDIATE TYPIST CLERK	SECRETARY II	CLERK HEAVY LIFTING
APPLEONE (76599)	\$10.98	\$11.20	\$15.72	\$13.10
FUTURE PERSONNEL/ TOP TEMPO (76601)	\$11.44	\$12.05	\$13.03	\$14.20
SELECT STAFFING (76604)	\$11.60	\$13.05	\$16.80	\$14.50
HELPMATES (76600)	\$13.50	\$16.71	\$20.46	\$14.18
PARTNERS IN DIVERSITY (76603)	\$16.24	\$17.72	\$22.16	\$17.54
Estimated FY 2011-12 Cost for 6 months				\$ 150,000

AMENDMENT NUMBER TWO TO THE TEMPORARY SECRETARIAL/CLERICAL SUPPORT SERVICES AGREEMENT

Reference is being made to the document entitled "*Temporary Secretarial/Clerical Support Services Agreement by and between County of Los Angeles and (Agency Name)*" dated June 10, 2008 and further identified as County Agreement (Contract Number), herein referred to as "Agreement."

Effective upon the signature of both parties, the original Agreement is revised as follows:

A. Section 4.0, TERM OF CONTRACT, sub-section 4.4 is added as follows:

4.4 The term of the Agreement shall be extended for six months effective January 1, 2012 through June 30, 2012.

B. Section 8.26, GENERAL INSURANCE REQUIREMENTS, is deleted in its entirety and replaced as follows:

8.25 General Provisions for all Insurance Coverage

Without limiting CONTRACTOR's indemnification of COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

8.25.1 Evidence of Coverage and Notice to COUNTY

- Certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or subcontractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.
- Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Virginia Ngernwichit, County Contract Administrator
 Contract Management Division, Section IV
 Department of Public Social Services
 12900 Crossroads Parkway South – East Annex
 City of Industry, CA 91746-3411
 Attn: Temporary Secretarial/Clerical Support Services

CONTRACTOR also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a CONTRACTOR employee occurring on COUNTY property, and any loss, disappearance, destruction, misuse, or theft of COUNTY property, monies or securities entrusted to CONTRACTOR. CONTRACTOR also shall promptly notify COUNTY of any third party claim or suit filed against CONTRACTOR or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

8.25.2 Additional Insured Status and Scope of Coverage

The COUNTY of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively COUNTY and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect

to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.25.3 Cancellation of or Changes in Insurance

CONTRACTOR shall provide COUNTY with, or CONTRACTOR's insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.

8.25.4 Failure to Maintain Insurance

CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase the Required Insurance, and without further notice to CONTRACTOR, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.

8.25.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.

8.25.6 CONTRACTOR's Insurance Shall Be Primary

CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other

sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.

8.25.7 Waivers of Subrogation

To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.25.8 Subcontractor Insurance Coverage Requirements

CONTRACTOR shall include all subcontractors as insured's under CONTRACTOR's own policies, or shall provide COUNTY with each subcontractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the COUNTY and CONTRACTOR as additional insured's on the subcontractor's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any sub-CONTRACTOR request for modification of the Required Insurance.

8.25.9 Deductibles and Self-Insured Retentions (SIRs)

CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.25.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following the Contract expiration, termination or cancellation.

8.25.11 Application of Excess Liability Coverage

CONTRACTORS may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.25.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.25.13 Alternative Risk Financing Programs

The COUNTY reserves the right to review, and then approve, CONTRACTOR’s use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.

8.25.14 County Review and Approval of Insurance Requirements

The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY’s determination of changes in risk exposures.

8.25.15 SPARTA Program

A COUNTY program, known as ‘SPARTA’ (Service Providers, Artisan and Tradesman Activities) may be able to assist potential CONTRATORS in obtaining affordable liability insurance. The SPARTA Program is administered by the COUNTY’s insurance broker, Merriwether & Williams. For additional information, Proposers may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com

- B. Section 8.27, INSURANCE COVERAGE REQUIREMENTS, is deleted in its entirety and replaced as follows:

8.26 Insurance Coverage

- 8.26.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming COUNTY and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.26.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.26.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.26.4 Professional Liability/Errors and Omissions

Insurance covering CONTRACTOR's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

All other Terms and Conditions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number Two to be executed on this _____ day of _____ 2011.

COUNTY OF LOS ANGELES

By: _____ Date _____
Sheryl L. Spiller, Acting Director
Department of Public Social Services

AGENCY NAME

By: _____ Date _____
Authorized Representative

Title: _____

By: _____ Date _____
Authorized Representative

Title: _____

APPROVED AS TO FORM FOR COUNTY:

BY THE OFFICE OF COUNTY COUNSEL
Andrea Sheridan Ordin, County Counsel

By: _____
David Beaudet
Senior Deputy County Counsel